

REMARKS

Claims 1-30 are in the application, of which claims 1, 2, 16, and 29 are in independent form. Claims 1 and 2 are amended herein. Claims 3-30 are new. Applicants believe that no new matter has been added to the Application with the amendments to claims 1, 2 or the addition of claims 3-30. Claims 1 and 2 stand rejected in the Office Action mailed December 11, 2007 (the "Office Action").

With the amendments and remarks herein, Applicants have addressed all of the issues raised in the Office Action. Accordingly, the Applicants submit that the Application is in condition for allowance and respectfully request the same.

I. Claims Objections

The Office Action objects to claim 1 because of the following purported informality regarding the phrase, "...determining whether the event owner is interest in trading." See Office Action ¶ 1. Claim 1 is amended herein to address this issue.

II. Claims Rejections under 35 U.S.C. § 112

The Office Action rejects claim 1 under 35 U.S.C. § 112 ¶ 2 as purportedly being indefinite. Claim 1 is amended herein to remove this purported ambiguity.

III. Amendments to the Claims and New Claims

As discussed above, claim 1 is amended herein to remove alternative language ("if the event owner is determined to be interested in at least one sponsorship opportunity..."). In addition, claims 1 and 2 have been amended to recite a , "service or tangible, non-monetary asset..." The specification discloses requests for service and/or tangible, non-monetary assets for use in an event. For example, at paragraph [0021], the specification teaches selection of, "...short term rental of computer hardware and software for an event, as well as any required IT or other support services." The assets described in the specification (e.g., ¶ [0021]) are tangible and non-monetary. Moreover, the specification and claims recite a sponsorship opportunity to "defray the cost" of an asset or service request. Accordingly, construing an "asset" as a funding asset would render such a limitation nonsensical and surplusage.

Claims 3-30 are new in the Application and are supported by the Application as filed.

Claim 3 recites, “a configurable sponsorship opportunity.” Claims 4-6 recite, “receiving a modification of the sponsorship offer...” and various modifications to the sponsorship opportunity. The specification teaches a configurable sponsorship offer in at least ¶ [0022].

Claims 7-8 recite, “...identifying a provider capable of providing the requested service or tangible, non-monetary asset” and “transmitting the request and associated sponsorship offer to the identified provider.” The disclosure teaches these features in at least ¶ [0023]-[0024].

Claims 9-12 recite, “...receiving an acceptance...,” “...receiving a counteroffer...” and related features. The specification discloses these features in at least ¶ [0025]-[0028].

Claims 13 and 29 recite a catalog, “of services and/or tangible, non-monetary assets.” The specification discloses an online catalog comprised no such entries in at least ¶ [0021].

Claims 14-15 and 30 relate to bidding on an asset or service request and associated sponsorship opportunity and modifying a request and associated sponsorship opportunity. This is disclosed in at least ¶ [0005] of the specification. *Also see* FIG. 1C.

Claims 16-28 recite a system for providing a sponsorship exchange. System claims 16-28 are supported by the specification as filed. *See* FIG. 2.

IV. Rejection of Claims 1-2 under 35 U.S.C. § 102

The Office Action rejects claims 1 and 2 under 35 U.S.C. 102(e) as purportedly being anticipated by U.S. Patent No. 6,985,882 to Del Soto (hereafter “Del Soto”).

A claim may be rejected under § 102, “...only if each and every element as set forth in the claim is found, either expressly or inherently, in a single prior art reference.” Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628 (Fed. Cir. 1987); emphasis added; *also see* MPEP § 2131. The “identical invention must be shown in as complete detail as is contained in the ... claim.” Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236 (Fed. Cir. 1989); *also see* MPEP 2131. Since Del Soto does not teach or suggest all of the features of the rejected claims, Applicants respectfully traverse this rejection.

The Office Action purports that Del Soto discloses, “recording a request of at least one asset or service submitted by an event owner in connection with an event,” with its discussion of a television program listing and require funding assets. Office Action ¶ 6. Regardless of

whether Del Soto teaches or suggests providing advertising space on a television program, this is not what is claimed.

Claim 1 as amended herein recites:

“A method for carrying out a sponsorship exchange, comprising:
 recording a request for at least one service or tangible, non-monetary asset
 submitted by an event owner for use in putting on an event;
 determining the event owner is interested in trading at least one sponsorship
 opportunity to at least partially defray a cost of the request; and
 presenting to the event owner a sponsorship offer to be associated with the
 request; and
 making the request and associated sponsorship offer available to one or more
 potential providers of the requested service or tangible, non-monetary asset.”
 Emphasis added. Claims 16 and 29 recites similar features.

A. Del Soto does not teach or suggest recording a request as recited in the claims

Del Soto discusses a, “method and system for buying and selling media advertising units over a distributed communication network...” Del Soto abstract. A program listing containing a schedule of shows and showtimes is presented to a buyer of advertising time who may select and/or bid on various “avails” related to the program (available advertising timeslots in the program). See Del Soto Col 5 lines 34-43. Buyers may purchase and/or bid on avails using an interface, such as the interface depicted in Del Soto FIG. 4G. See Del Soto Col. 5 lines 44-49. Del Soto FIG. 4G shows an interface to facilitate a purchase of an avail; the “buyer will see the seller’s start price for the avail set by station, and will enter in the buyer counter the buyer’s offer for the avail set.” Del Soto

FIG. 4G is a screenshot of a computer interface for buying and selling advertising avails. The interface is divided into several sections. At the top, there is a header area with text: "ALL AVAIL SETS FOR THIS STATION, WHETHER NORMAL, LATE AVAIL, OR MAKEGOOD ARE LISTED ON THIS SCREEN. BELOW IS AN EXAMPLE OF JUST ONE." Below this, there are input fields for "AGENCY NAME", "CLIENT NAME", "PRODUCT NAME", "CAMPAIGN NAME", "MARKET NAME", "COUNTY", "STATION", and "SET # (AUTO-ASSIGNED)". To the right of these fields are buttons: "SAVE EDITS AND HOLD", "SEND BID TO SELLER", "VIEW THIS CONTRACT", "VIEW PAST CONTRACTS", and "DELETE THIS BID". Below the input fields, there are buttons: "GO TO FIG. 4H", "ONLY APPEARS IF MAKEGOOD GOING TO FIG. 4H", "GO TO FIG. 4I", and "GO TO FIG. 4J". The main section of the interface is a table with columns: "OVERALL", "FLIGHT DATES", "DAYS/TIME", "PROGRAM", "DAY PART", "PREEMPT STATUS", "NO OF AVAILS", and "SELECTED". Below the table, there are input fields for "PRICE", "SELLER START PRICE", "BUYER COUNTER 1", "BUYER PROPOSED RATING", "MAKEGOOD", "ON AIR", "ON HH", "NO", "HH CALC. PARAMETERS", "CALCULATION DEFINITION HERE", "OPTIONAL CALC. FIELDS", "BUYER REQUESTED FREQUENCY", "NO OF SETS", "FROM DATE", "TO DATE", "PUL PTS", "COMMENTS", and "COUNTER FREQUENCY REQUEST".

FIG. 4G

Col. 7 lines 22-25; emphasis added. Accordingly, Del Soto describes a monetary transaction wherein a buyer offers a price for a particular advertising time slot.

In contrast, the claims as amended herein recite, “recording a request for at least one service or tangible, non-monetary asset submitted by an event owner for use in putting on an event.” See Claim 1; emphasis added. Claims 2, 16 and 29 recite similar features. The purchase-price advertising sale system discussed in Del Soto cannot be construed as the recited request for a service or tangible, non-monetary asset for putting on an event.

Moreover, the claims recite that the “service or tangible, non-monetary asset” is “for use in putting on [the] event.” See Claim 1; emphasis added. Claims 2, 16 and 29 recite similar features. By contrast, Del Soto does not teach or suggest any relation between the purported purchase price paid by the buyer of the advertising time and “putting an event” as recited in the claims. Accordingly, even if the advertising slots discussed in Del Soto could be construed as a “request for funding” as suggested by the Office Action, Del Soto does not teach or suggest that the “funding” is for the use recited in the claims.

B. Del Soto does not Teach or Suggest Determining the Event Owner is Interested in Trading at least one Sponsorship Opportunity to at Least Partially Defray a Cost of the Request

The Office Action construes the “television show producers” as event owners and the recited “request ... as a request for funding.” Office Action ¶ 6. The interpretation used in the Office Action yields a nonsensical result.

The claims recite “recording a request for at least one service or tangible, non-monetary asset ... for use in putting on an event [and] determining whether the event owner is interested in trading at least one sponsorship opportunity to at least partially defray a cost of the request.” Claim 1; emphasis added. Claims 2, 16, and 29 recite similar limitations. Using the Office Action’s interpretation (with the request being a request for funding), the claim would yield a circular and nonsensical result: a request for funding and a sponsorship opportunity to defray the cost of the request for funding; in essence, a request for money to defray the cost of the money.

Since Del Soto cannot reasonably be construed as teaching or suggesting at least: “...recording a request for at least one service or tangible, non-monetary asset submitted by an event owner for use in putting on an event;” and/or “...determining the event owner is interested in trading at least one sponsorship opportunity to at least partially defray a cost of

the request,” Applicants respectfully traverse the rejection of claim 1. Applicants also respectfully traverse the rejection of claim 2, which recites related features, on substantially the same grounds. In addition, Applicants respectfully submit that new independent claims 16 and 29 and depending claims 3-15 and 17-28, which recite related features, represent patentable subject matter.

V. General Considerations

By the remarks provided herein, Applicants have addressed all outstanding issues presented in the Office Action. Applicants note that the remarks presented herein have been made merely to clarify the claimed invention from elements purported by the Office Action to be taught by the cited references. Such remarks should not be construed as acquiescence, on the part of the Applicant, as to the purported teachings or prior art status of the cited references, nor as to the characterization of the cited references advanced in the Office Action. Accordingly, the Applicants reserve the right to challenge the purported teachings and prior art status of the cited references at an appropriate time.

CONCLUSION

For the reasons discussed above, the Applicants submit that the claims are in proper condition for allowance, and a Notice of Allowance is respectfully requested. If the Examiner notes any further matters that may be resolved by a telephone interview, the Examiner is encouraged to contact Kory D. Christensen by telephone at (801) 578-6993.

Respectfully submitted,

Ansel, Duane Allen et al.

By /Kory D. Christensen/
Kory D. Christensen
Registration No. 43,548

STOEL RIVES LLP
One Utah Center Suite 1100
201 S Main Street
Salt Lake City, UT 84111-4904
Telephone: (801) 328-3131
Facsimile: (801) 578-6999